Employment Relations Authority
TE RATONGA AHUMANA TAIMAHI

Annual Report 2025

Te Kāwanatanga o Aotearoa
New Zealand Government

Employment Relations Authority
TE RATONGA AHUMANA TAIMAHI

More information

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Employment Relations Authority
TE RATONGA AHUMANA TAIMAHI

29 May 2026

Hon Brooke van Velden, MP
Minister for Workplace Relations and Safety
Parliament Buildings
WELLINGTON

Dear Minister,

I am pleased to present to you the fourth annual report of the Employment Relations Authority Te Ratonga Ahumana Taimahi.

Yours sincerely

Dr Andrew Dallas
Chief of the Authority

Te Kāwanatanga o Aotearoa
New Zealand Government

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Foreword by the Chief

It is with great pleasure that I present the Authority's Annual Report for 2025. The report gives a snapshot of the Authority's activities in the last calendar year. It outlines key milestones and provides some insight into the work we have been undertaking. While the focus is on the year past; as with previous reports, some statistics from earlier, adjacent years are provided as they demonstrate trends in particular areas.

A note on statistics

As with the best part of the last decade, 2025 saw an increase (12 percent) over the preceding year in applications lodged in the Authority. The increase in applications was relatively uniform across offices, with slightly higher proportionate numbers in Auckland. As with previous years, personal grievances remain the primary applications lodged.

Last year the Authority issued 852 determinations (up from 781 in 2024), ninety-eight percent (98%) of which were issued within three months of the date of an investigation meeting or the provision of the last information. This figure represents a two percent improvement over 2024 (96%) and a ten percent improvement over 2023 (86%). This is an excellent achievement by the Members of the Authority. It is also an excellent achievement when assessed against the performance of a comparable international institution like the Fair Work Commission (Australia), which issued 90 percent of its equivalent "reserved decisions" within 12 weeks in reporting year 2023/2024.[1]

In terms of representation of parties before the Authority, the figures reflect further stabilisation moving towards consolidation. In 2025, 51 percent of parties were represented by lawyers, 25 percent were represented by advocates and 18 percent were self-represented. There was no appearance from 6 percent of parties.

The Authority's Twenty-fifth Anniversary

The second of October 2025 marked the twenty-fifth anniversary of the establishment of the Authority. The occasion was marked in early November 2025 by a presentation from our founding Chief, Alastair Dumbleton, who also served as the last Chief of the Employment Tribunal.[2] Alastair said the creation of the Authority was a determined break from what was seen as the weakness and failings of the Employment Tribunal: a very narrow jurisdiction, rigid procedure, laborious transcription causing significant delays and over-supervision by the courts.

Alastair described the founding kaupapa of the Authority as:

- an accessible, one-stop investigatory tribunal with extensive and exclusive jurisdiction;
- embracing informality as to process and procedure including no transcription of investigation meetings and a strong avoidance of the nomenclature and other tapestries of civil courts; and
- having a commitment to resolving employment relationship problems at or near where the problem arose.

Alastair strongly encouraged us to remain true to our kaupapa, to be vigilant in relation to our exclusive jurisdiction and to continue to stand against attempts to further judicialise the employment dispute resolution process. Alastair's remarks were met with acclaim by current Members and staff of the Authority.

The Authority will also acknowledge its twenty-fifth anniversary through publication later this year of a determination digest showcasing twenty-five determinations issued between 2000 and 2025 which have made a contribution to the resolution of employment relationship problems and the development of constructive employment relations.

[1] *Fair Work Commission Annual Report 2024–2025* (Fair Work Commission, 30 September 2025) <https://www.fwc.gov.au/documents/reporting/fwc-annual-report-2024-25.pdf>

[2] The Employment Tribunal was the first instance adjudicative body under the Employment Contracts Act 1991. It operated under that Act between 1991 and 2000, before closing in 2002 under transitional arrangements contained in the Employment Relations Act 2000.

International Industrial Relations Agencies summit

In October 2025, I had the pleasure of attending the International Industrial Relations Agencies summit in Ireland. With colleagues from Ireland, the United Kingdom, Australia and South Africa, we attended a series of meetings and conferences over the course of several days in Belfast and Dublin. During a conference on collective bargaining and pay, I was fortunate enough to give a presentation in the room where the Titanic was designed. The agencies, while different, including in respective practice and jurisdiction, all exist to help parties resolve employment relationship problems. Similar themes were also evidenced across the agencies including increasing demand for services and complexity of cases.

Bargaining facilitation

As with last year, collective bargaining facilitation remained a significant part of our work. In 2025, the Authority facilitated 16 bargaining disputes involving over 150,000 workers. Seven facilitations resulted in the issuance of recommendations to the parties. Most of these bargaining disputes were successfully resolved, including in relation to secondary teachers, and one facilitation remains ongoing at the time of writing.

Community engagement

During 2025, we continued to meet and engage with a broad range of groups interested in our work. The predominant form for this was our biannual National Engagement Forums, which continue to be well attended. This engagement work is particularly important to us because it serves to raise understanding and build relationships among and between employment relations system users and participants.

The last word

I would like to thank our staff for their commitment in 2025. This commitment and dedication to public service enabled us to continue to deliver on our statutory purpose to resolve employment relationship problems, which impact on the working lives of thousands of employers and employees across New Zealand.

Finally, I would like to acknowledge Members who departed the Authority in 2025 and thank them for their service: Rowan Anderson, Andrew Gane, Shane Kinley, Alex Leulu, Natasha Szeto, Davinnia Tan and Lucia Vincent.

Dr Andrew Dallas
Chief of the Authority
May 2026

Photo: (from left to right) Mark Simpson, BBC, Professor Patricia Findlay, Co-Chair of Scotland's Fair Work Convention, Gordon Milligan, Chair of the Labour Relations Agency, Dr Caoimhe Archibald MLA, Minister for the Economy of Northern Ireland, Dr Andrew Dallas, Chief of the Employment Relations Authority, Dr Lisa Wilson, Senior Economist at the Nevin Economic Research Institute, Mark McAllister, Chief Executive of the Labour Relations Agency, and Owen Reidy, General Secretary of the Irish Congress of Trade Unions at the International Industrial Relations Agencies Annual Summit.

Photo: Panel discussion with Dr Andrew Dallas, Chief of the Employment Relations Authority, Dr Lisa Wilson, Senior Economist at the Nevin Economic Research Institute, Professor Patricia Findlay, Co-Chair of Scotland's Fair Work Convention, and Owen Reidy, General Secretary of the Irish Congress of Trade Unions.

About the Authority

Role and purpose

The Authority was established under the Employment Relations Act 2000 (the Act). The Authority is an investigative tribunal that resolves employment relationship problems by establishing the facts and making determinations according to the substantial merits of the case, without regard to technicalities.

General functions

While the Act places considerable emphasis on the primacy of mediation, to promote dispute resolution at the lowest possible level, it also recognises there will be some matters that will require adjudicative intervention by the Authority. This conceptualisation has been recognised by New Zealand's senior courts — the Court of Appeal[3] and the Supreme Court.[4] The New Zealand Law Commission has observed that employment mediation and the Authority form "part of an integrated dispute resolution process".[5]

The role of the Authority is to assist employers and employees (and their representatives) to achieve and maintain successful employment relationships including by resolving problems that arise.

As part of these functions, Members of the Authority usually sit alone investigating and determining matters for which the Authority has jurisdiction.[6] The Authority is quite unique among New Zealand tribunals. In order to properly exercise jurisdiction, it has been afforded extensive powers, including to:

- call for evidence from the parties or any other person;
- require any person to attend an investigation meeting to give evidence;
- interview any person at any time;
- fully examine any witness;
- decide whether an investigation meeting is held in public or private; and
- follow whatever procedure it considers appropriate.[7]

The Authority can also take into account such evidence and information as in equity and good conscience it thinks fit, whether strictly legal evidence or not.[8] The Authority can resolve an employment relationship problem, however described,[9] find that a personal grievance is of a type other than alleged;[10] and make, in relation to any employment agreement, any order that the District Court or High Court could make about contracts under any rule or enactment (except freezing and search orders).[11] The Authority also has powers under the Act to facilitate collective bargaining[12] and to fix terms and conditions for collective agreements.[13] This also includes pay equity matters under the Equal Pay Act 1972. The Authority performs similar functions under the Screen Industry Workers Act 2022.[14]

Support for the Authority, including Authority Officers and legal research services, is provided by the Ministry of Business, Innovation and Employment.[15]

[3] See *A Labour Inspector v Gill Pizza Limited* [2021] NZCA 192, [2021] ERNZ 237.
[4] See *FMV v TZB* [2021] NZSC 102, [2021] 1 NZLR 466.
[5] Law Commission *Tribunal Reform* (NZLC SP20, 2008) at 48.
[6] Employment Relations Act, s 161.
[7] Employment Relations Act, s 160(1).
[8] Employment Relations Act, s 160(2).
[9] Employment Relations Act, s 160(3).
[10] Employment Relations Act, s 122.
[11] Employment Relations Act, s 162.
[12] Employment Relations Act, s 50E.
[13] Employment Relations Act, s 50J.
[14] Screen Industry Workers Act 2022, s 74.
[15] Employment Relations Act, s 185.

Members of the Authority

The Chief and Members of the Employment Relations Authority are appointed by the Governor-General on the recommendation of the Minister for Workplace Relations and Safety[16]

CHIEF OF THE AUTHORITY

Dr Andrew Dallas (Chief 2019–, Member 2015–)[17]

MEMBERS

Rowan Anderson (2022–2025) (W)[18]

Robin Arthur (2005–2012, 2013–) (A)

Antoinette Baker (2022–) (C)

David Beck (2020–) (C)

Sarah Blick (2022–) (A)

Philip Cheyne (2000–2012, 2020–) (C)

Nicola Craig (2015–) (A)

Claire English (2021–) (W)

Peter Fuiava (2021–) (A)

William Fussey (2025–) (C)

Andrew Gane (2022–2025) (A)

Simon Greening (2025–) (A)

Alyn Higgins (2025–) (W)

Sarah Kennedy-Martin (2021–) (W)

Shane Kinley (2022–2025) (W)

Rachel Larmer (2010–) (A)

Alex Leulu (2022–2025) (A)

Jeremy Lynch (2023–) (A)

Geoffrey O'Sullivan (2019–) (W)

Matthew Piper (2025–) (A)

Eleanor Robinson (2010–) (A)

Natasha Szeto (2022–2025) (W)

Davinnia Tan (2023–2025) (W)

Marija Urlich (2002–2010, 2020–) (A)

Helen van Druten (2025–) (A)

Peter van Keulen (2015–) (C)

Lucia Vincent (2022–2025) (C)

[16] In addition to their legal qualifications, the current Members have extensive knowledge in employment relations derived from working for employers, unions, government and in private legal practice.
[17] During 2025, Members Peter van Keulen and Nicola Craig acted as Chief Delegate under s 166B of the Act.
[18] (A) indicates the Member is based in the Auckland office, (W) indicates Wellington and (C) indicates Christchurch.

The 25th anniversary of the Employment Relations Authority on 4 November 2025.

Back row (from left to right): Members Peter Fuiava, Robin Arthur, David Beck, Rowan Anderson, Matthew Piper, Alyn Higgins, Jeremy Lynch, Andrew Gane, Simon Greening
Middle row: Geoff O'Sullivan, Sarah Kennedy-Martin, Claire English, Nicola Craig, Helen van Druten, Marija Urlich
Front row: Antoinette Baker, Sarah Blick, Eleanor Robinson, Dr Andrew Dallas, Philip Cheyne, Peter van Keulen

Authority locations

The Employment Relations Authority has regional offices in Auckland, Wellington and Christchurch. Members of the Authority also travel to hold investigation meetings in other cities and towns across Aotearoa/New Zealand.

AUCKLAND

TĀMAKI MAKAURAU

Email

aucklandera@era.govt.nz

Mail

PO Box 105 117
Auckland 1143

Phone

09 970 1550

Location

Level 13
66 Wyndham Street
Auckland[19]

The Auckland office covers:

- Northland;
- Auckland;
- Waikato;
- Coromandel;
- Bay of Plenty;
- East Coast; and
- Central Plateau.

WELLINGTON

TE WHANGANUI-A-TARA

Email

wellingtonera@era.govt.nz

Mail

PO Box 2458
Wellington 6140

Phone

04 915 9550

Location

Mezzanine Floor
50 Customhouse Quay
Wellington

The Wellington office covers:

- Wellington;
- Wairarapa
- Manawatu-Whanganui;
- Hawke’s Bay; and
- Taranaki.

CHRISTCHURCH

ŌTAUTAHI

Email

christchurchera@era.govt.nz

Mail

PO Box 13 892
Christchurch 8140

Phone

03 964 7850

Location

Level 7
62 Worcester Boulevard
Christchurch

The Christchurch office covers the:

- South Island;
- Stewart Island; and
- Chatham Islands.

[19] The Authority’s office was located at Level 3, 167B Victoria Street West, Auckland Central from 2021 to January 2026.

Performance of the Authority

Statistics of the Authority's performance

Applications received

Applications received by Authority office

NUMBER OF APPLICATIONS RECEIVED BY OFFICE			
Office	**2023**	**2024**	**2025**
Auckland	1,298	1,623	1,894
Wellington	357	479	510
Christchurch	462	643	666
TOTAL	**2,117**	**2,745**	**3,070**

Matters referred to mediation

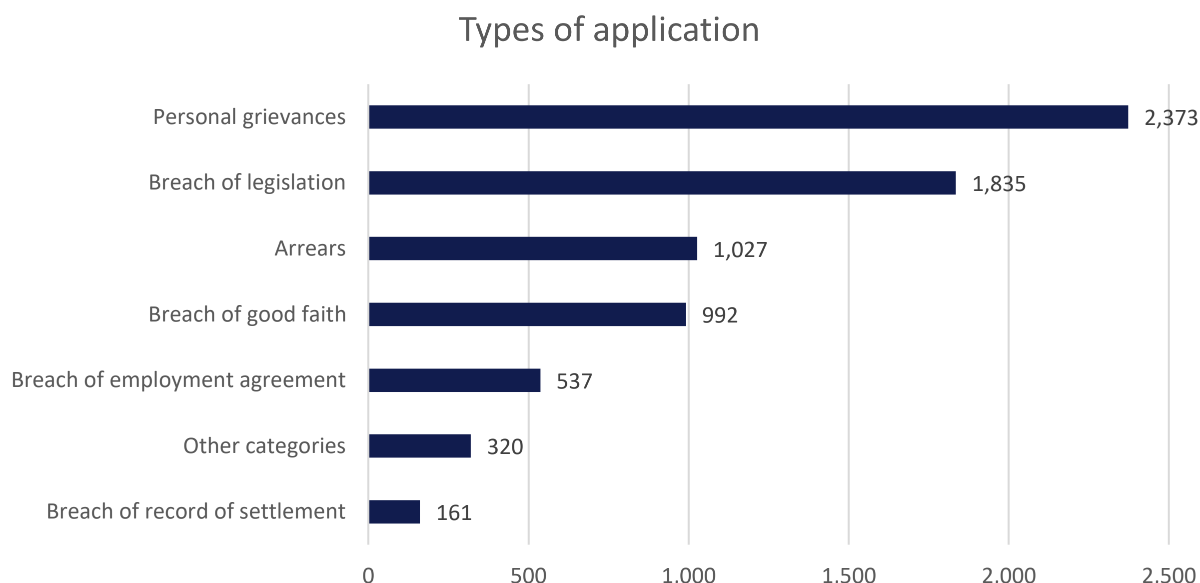
Number of applications referred or directed to the Employment Mediation Service of the Ministry of Business, Innovation and Employment[20]

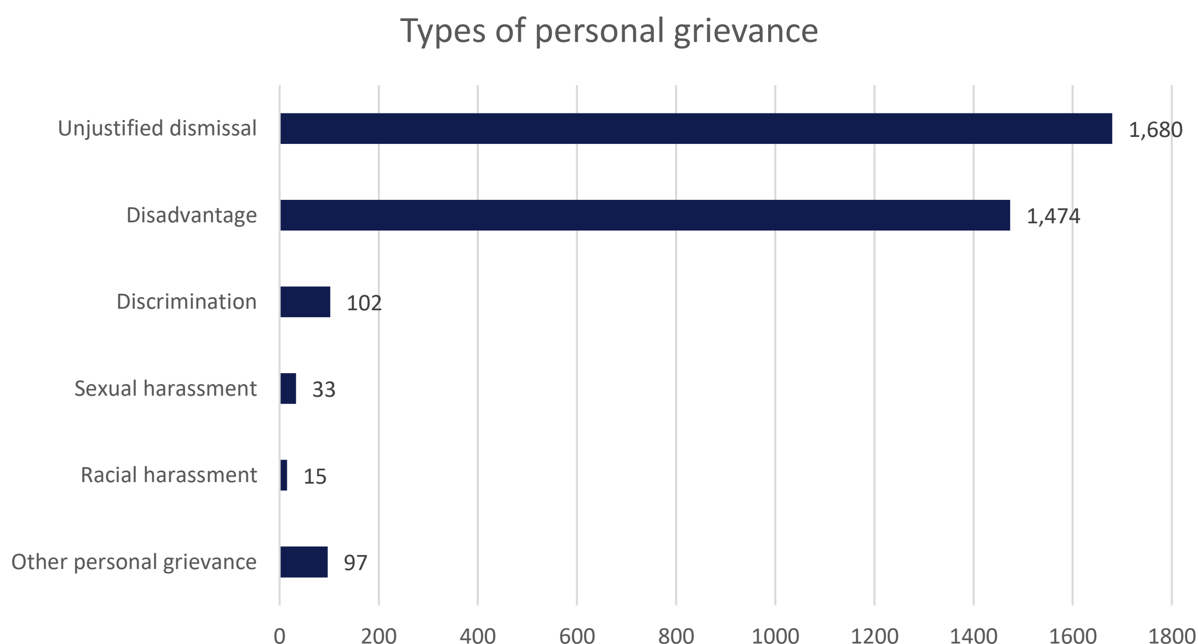
NUMBER OF MATTERS REFERRED TO MEDIATION		
2023	**2024**	**2025**
1,352	1,624	1,946

[20] The Authority has a duty to consider mediation under s 159 of the Act. If the parties have not yet attended mediation before the application is lodged with the Authority, they are very likely to be referred or directed to mediation.

Types of application

Number of applications by dispute type (most applications involve more than one dispute type, many involve several)





212223

[21] The 1,680 unjustified dismissal claims included 408 constructive dismissal claims.
[22] Other personal grievances under s 103(1) include: being treated adversely on the grounds of being affected by family violence; being subject to duress regarding union membership (or non-membership); the employer has failed to comply with specified legislation in the Act or the Health and Safety at Work Act 2015; the employer has retaliated against the employee in breach of the Protected Disclosures (Protection of Whistleblowers) Act 2022.
[23] Nine personal grievance applications included controlling third party claims under s 103B of the Act.

Location of investigation meetings

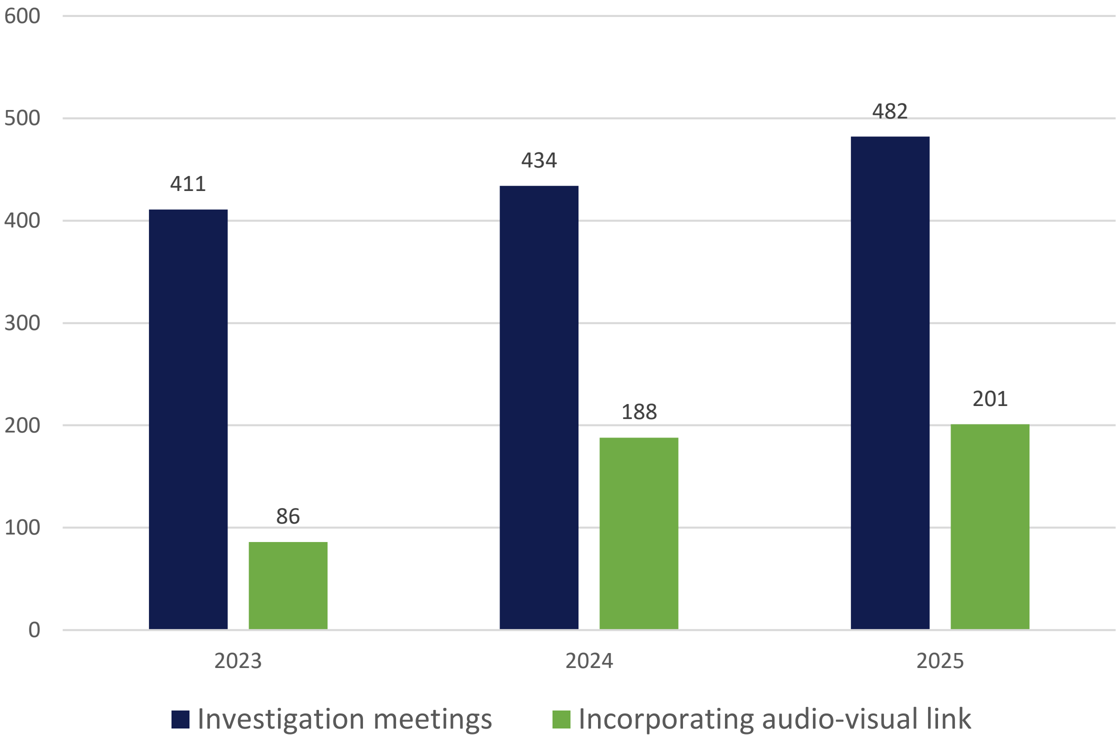
Towns across Aotearoa New Zealand where investigation meetings were held, and a determination was issued

LOCATION OF INVESTIGATION MEETINGS			
Location	**2023**	**2024**	**2025**
Ashburton	2		
Auckland	171	185	224
Balclutha	1		
Blenheim	8	3	2
Christchurch	71	88	76
Dunedin	7	7	8
Gisborne	4	1	6
Greymouth	1		
Hamilton	16	7	19
Hastings		1	
Hokitika	1	1	2
Invercargill	7	10	3
Kaikōura	1		
Kerikeri	3	3	1
Manukau			2
Masterton	1	4	3
Napier	11	14	10
Nelson	9	13	10
New Plymouth	2	7	2
Ōamaru	1	2	1
Palmerston North	9	8	13
Queenstown	2	5	4
Rotorua	5	5	6
Taupō	1	3	
Tauranga	9	12	14

Location	2023	2024	2025
Timaru	3	4	4
Twizel			1
Wānaka	1	1	
Wellington	56	40	63
Whakatāne	1	1	1
Whanganui	3	3	3
Whangārei	4	6	4
TOTAL	**411**	**434**	**482**

Investigation meetings involving audio-visual links

Number of investigation meetings that involved an element of audio-visual technology use



Representation of parties

Parties are able to choose whether to be represented in the Authority. If a party is represented, they can be represented by a lawyer or an advocate.

REPRESENTATION OF EMPLOYEES (%)			
Representation	**2023**	**2024**	**2025**
Legal	45%	39%	40%
Advocate	38%	40%	40%
Self-represented	15%	19%	18%
No appearance	2%	2%	2%

REPRESENTATION OF EMPLOYERS (%)			
Representation	**2023**	**2024**	**2025**
Legal	56%	61%	62%
Advocate	13%	8%	9%
Self-represented	18%	19%	20%
No appearance	13%	12%	9%

AGGREGATE TOTAL (%)			
Representation	**2023**	**2024**	**2025**
Legal	50%	50%	51%
Advocate	25%	24%	25%
Self-represented	17%	19%	18%
No appearance	8%	7%	6%

Determinations issued

Number of determinations issued by Authority office[24]

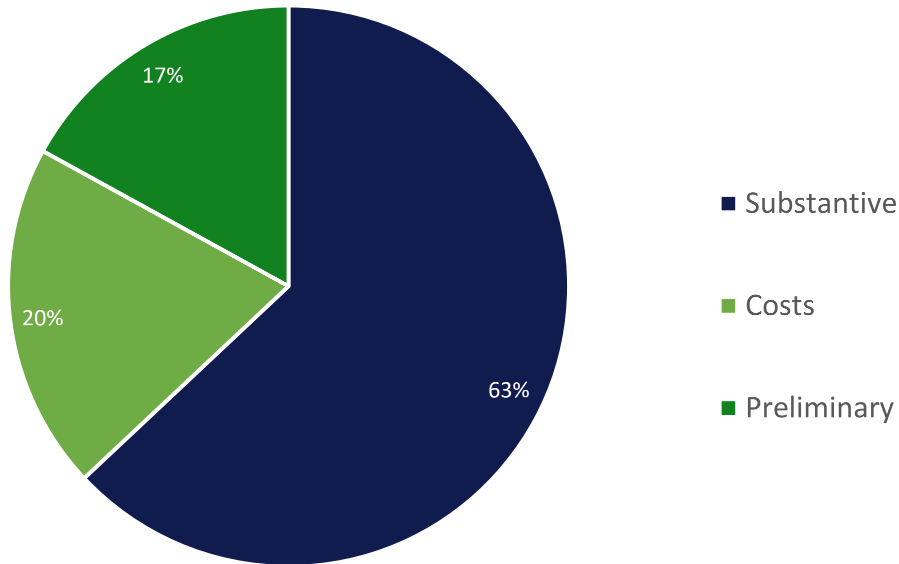
NUMBER OF DETERMINATIONS			
Office	**2023**	**2024**	**2025**
Auckland	410	408	439
Wellington	188	164	224
Christchurch	182	209	189
TOTAL	**780**	**781**	**852**

2025 DETERMINATIONS BY OFFICE BY MONTH				
Month	**Auckland**	**Wellington**	**Christchurch**	**Total**
January	21	18	10	49
February	31	28	15	74
March	31	14	15	60
April	28	9	14	51
May	41	19	12	72
June	35	16	18	69
July	44	23	21	88
August	33	24	20	77
September	40	20	11	71
October	48	21	20	89
November	39	14	17	70
December	48	18	16	82
TOTAL	**439**	**224**	**189**	**852**

[24] Determinations may relate to more than one application.

Types of determination

Percentage of preliminary, substantive and costs determinations



Facilitations and recommendations

Number of collective bargaining facilitations and recommendations

	2023	2024	2025
Facilitations	8	10	16
Recommendations	6	6	7

Parental leave

Number of determinations where parties have asked the Authority to review parental leave decisions by Inland Revenue and the Ministry of Business, Innovation and Employment

PARENTAL LEAVE		
2023	**2024**	**2025**
10	11	7

Labour Inspectorate

Number of substantive determinations involving breaches of minimum employment standards brought by the Labour Inspectorate of the Ministry of Business, Innovation and Employment

LABOUR INSPECTORATE		
2023	**2024**	**2025**
21	20	13

Reinstatement

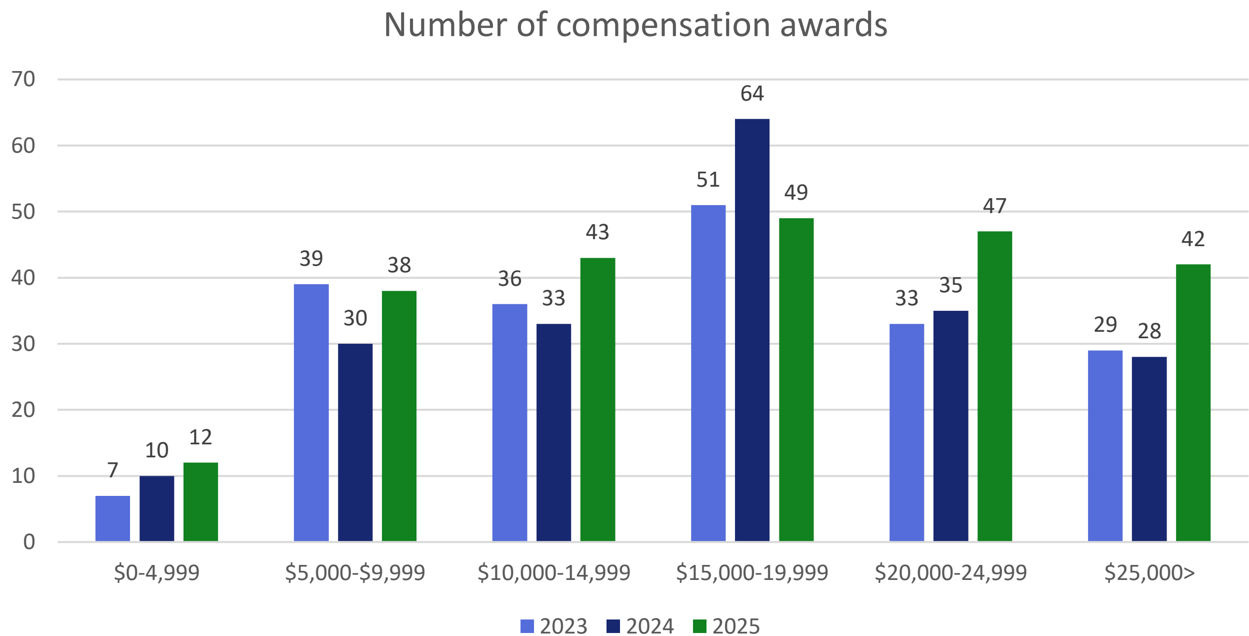
Number of interim and permanent reinstatement determinations

INTERIM REINSTATEMENT			
	2023	**2024**	**2025**
Successful	5	11	12
Unsuccessful	8	11	28
TOTAL	**13**	**22**	**40**

PERMANENT REINSTATEMENT			
	2023	**2024**	**2025**
Successful	1	5	6
Unsuccessful	15	14	13
TOTAL	**16**	**19**	**19**

Compensation

Compensation awarded for successful personal grievances under s 123(1)(c)(i) of the Employment Relations Act 2000



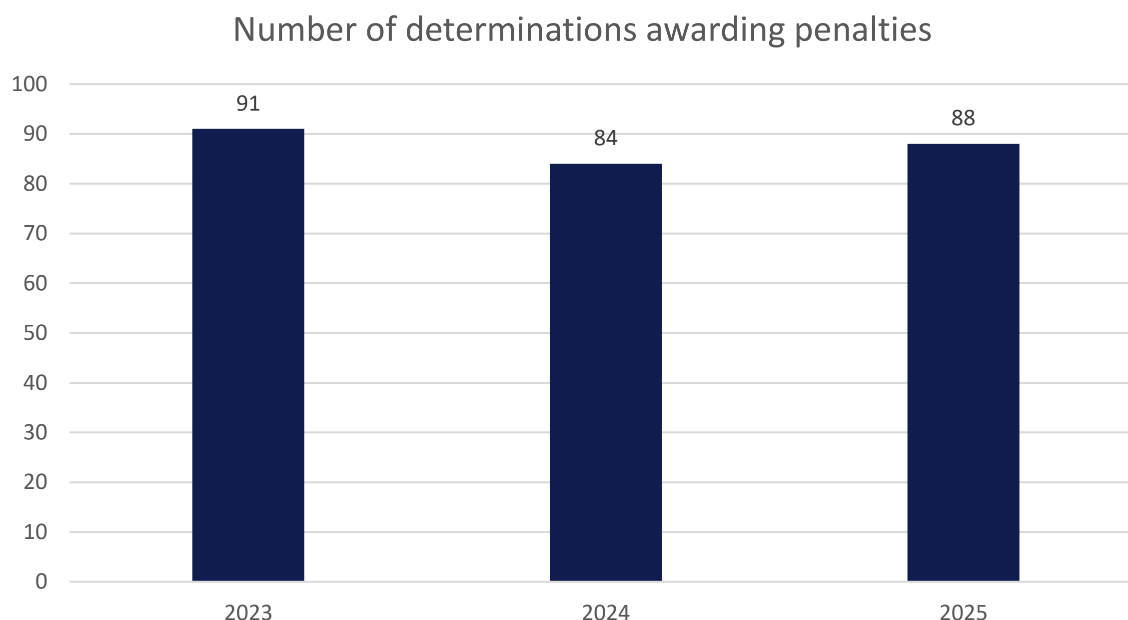
[25][26]

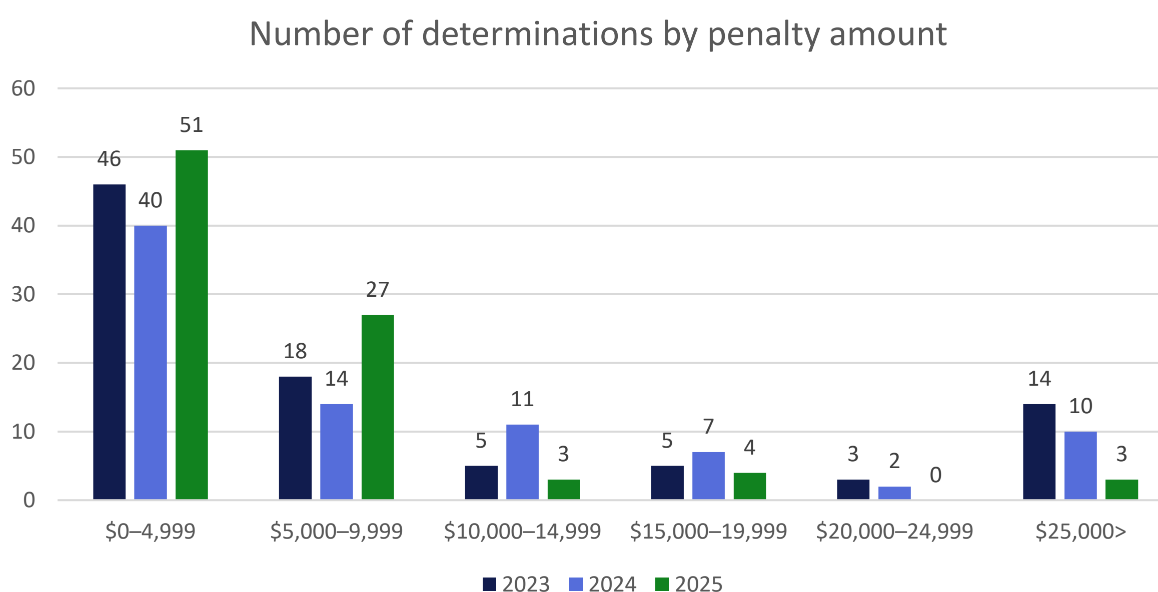
[25] Two hundred and thirty-one applicants were awarded compensation as a remedy for a successful personal grievance in 2025.

[26] In 2025, the lowest compensation award was $1,000 and the highest $105,000 (being one award of $45,000 and one award of $60,000 in *Bowen v Bank of New Zealand* [2025] NZERA 380).

Penalties

Penalties awarded for breaches of employment legislation





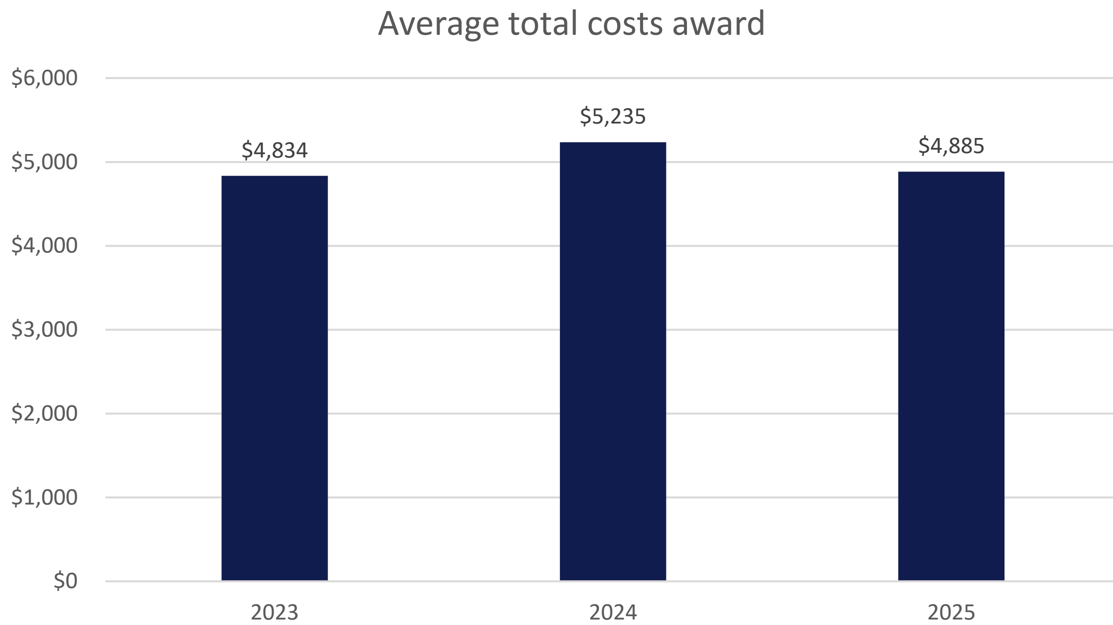
[27][28]

[27] In 2025, the lowest penalty award was $300 for a breach of the terms of a record of settlement in *Yoon v Alex Store Ltd* [2025] NZERA 750. The highest award of penalties in one determination was $136,500 for multiple breaches of minimum employment standards by the employer and the director in *Labour Inspector v FWP* [2025] NZERA 93. The determination is currently under challenge in the Employment Court.

[28] Penalties were most commonly issued for breaches of the Employment Relations Act 2000 (failure to keep wage and time records, breaches of employment agreement, breaches of records of settlement); the Holidays Act 2003 (failure to keep holiday and leave records, failure to pay annual leave or public holiday entitlements); the Minimum Wage Act 1983 and Wages Protection Act 1983.

Costs

Contribution to costs awarded to the successful party



[29][30]

[29] The Authority uses a notional tariff as a starting point to awarding costs:

- $4,500 for the first day of an investigation meeting; and
- $3,500 for each additional day of an investigation meeting.

The notional starting point can be adjusted to reflect the circumstances of the particular case.

[30] The Authority's practice direction on costs is available at: https://www.era.govt.nz/assets/Uploads/practice-direction-of-the-employment-relations-authority.pdf

Improving participation

Number of determinations that noted a party was the recipient of legal aid or was represented by a Community Law Centre

DETERMINATIONS INDICATING ACCESS TO JUSTICE			
	2023	**2024**	**2025**
Legal aid	19	15	11
Community Law (representation)	-	3	3
Community Law (advice/preparation)	6	4	1

Timeliness of determinations

Timeframe in which determinations issued from the date of the investigation meeting or provision of final material

The Authority issues an overwhelming majority of determinations within 3 months of the date of the investigation meeting or the date on which the Authority received the last evidence or information from the parties.

	2023	**2024**	**2025**
Issued within 1 month	41%	45%	46%
Issued between 1 and 2 months	15%	16%	16%
Issued between 2 and 3 months	24%	30%	33%
Issued outside of 3 months	12%	4%	2%
On the papers (no submissions date)	8%	5%	3%

Challenges in the Employment Court

Percentage of Authority matters challenged in the Court

PERCENTAGE OF MATTERS CHALLENGED			
	2023	**2024**	**2025**
Percentage of matters challenged[31]	17%	22%	18%

[31] A challenge does not necessarily result in a substantive outcome as many matters resolve prior to this point.

Website visitors

Website views and individual users

WEBPAGE VIEWS			
Website	**2023**	**2024**	**2025**
Employment Relations Authority (total) https://www.era.govt.nz/	283,125	339,670	604,311
Employment Law Determinations Database https://determinations.era.govt.nz/determinations	211,982	Figure unavailable	106,566[32]
Employment New Zealand (total) https://www.employment.govt.nz/	8,916,204	8,238,769	5,899,322

INDIVIDUAL USERS			
Website	**2023**	**2024**	**2025**
Employment Relations Authority (total) https://www.era.govt.nz/	55,388	73,333	79,953
Employment Law Determinations Database https://determinations.era.govt.nz/determinations	26,357	Figure unavailable	22,870[33]
Employment New Zealand (total) https://www.employment.govt.nz/	2,863,133	2,587,523	2,019,534

[32] The determinations database moved domains in 2024, and the web visit counter was not switched back on until early April 2025. Therefore, these figures are for almost 9 months of 2025.
[33] As above.

Summary of key Authority determinations in 2025

CUC V HUYNH [2025] NZERA 68

Personal grievance – Unjustified dismissal – Unjustified disadvantage – Breach of employment agreement – Migrant worker

In one of eight closely related determinations, at issue was whether the employee was unjustifiably dismissed or disadvantaged and whether the employer should pay a penalty for breaching the employment agreement.

The employee was a nail technician at the employer's salon. The employer recruited her in person in Vietnam. After successfully applying for a work visa, the employee moved to New Zealand with her husband and children. When the employee commenced work, the employer instructed her to perform other services in the salon that she was not trained in such as massage, waxing and shampooing. One male client asked to receive an intimate massage, which the employee refused. The employer told the employee such requests were a normal part of doing business and that she could refuse but should do so politely. The employee asked the employer to pay her wages into her bank account with tax already deducted instead of being paid cash. The employer suggested the employee return to Vietnam for more training at the employee's own expense on unpaid leave. The employee was concerned the employer was threatening to deport her. The employee went with some colleagues to meet an employment advocate to learn about their employment rights. The employer learned of the visit to the advocate and dismissed the employee.

The parties disputed whether the employee had signed the employment agreement, and if so, when. Nonetheless, the employer was unable to rely on any 90-day trial because she did not pay the relevant notice period (see paragraph 43). The Authority found that the employee was dismissed because "her employer was uncomfortable that she had sought advice about her employment rights under the law" (see paragraph 46). The Authority held the employee was unjustifiably dismissed (see paragraph 51).

The Authority also held the employee was unjustifiably disadvantaged by the actions of her employer when it unilaterally changed her job description, did not pay wages when they fell due and failed to protect the employee from inappropriate client requests thereby making her feel unsafe (see paragraph 60). It also found the employer had breached the employment agreement and should pay a penalty (see paragraph 73).

The Authority ordered the employer to pay the employee $20,000 in compensation, $9,491 in lost wages and a $2,500 penalty (see paragraph 84).

The employee did not make a wage or holiday pay claim as it intended for the Labour Inspectorate to pursue those claims (see paragraph 8).

STEWART V OPEN COUNTRY DAIRY LTD [2025] NZERA 330

Personal grievance – Unjustified dismissal – Reduction of remedies – Counter-claim – Duties employee owes employer

The employee was a Group Market Manager for a dairy product manufacturer. Whilst an employee, he set up a company as a consultancy business which provided market predictions about dairy commodities. At least one of the employer's customers was also a customer of the employee's company. The employer commenced an investigation into the employee's conduct when it became aware he had been given a watch by a customer without declaring it as required by its policy. The employer found several emails which suggested the employee had shared confidential pricing information with customers. The employer suspended the employee. The employee denied any wrongdoing. Following the investigation, the employer terminated the employee's employment. The employee claimed the employer unjustifiably dismissed him.

The Authority found that although the employer was substantively justified in dismissing the employee, its process was flawed (see paragraph 75). The employer did not follow its own disciplinary process or give the employee a genuine opportunity to respond to the allegations (see paragraph 73). Also, the employer dismissed the employee when he was on sick leave, which the Authority found was a relevant factor in the justifiability of the dismissal (see paragraph 74).

When considering remedies, the Authority used its discretion in section 123 of the Act to decline to award any compensation (see paragraph 80). It then found the employee's contribution towards the situation giving rise to

his personal grievance warranted a proportionate reduction of 100 per cent to his reimbursement of lost wages under section 128(2) (see paragraph 87). The employee was not awarded any remedies.

The employer counter-claimed, alleging the employee had breached the confidentiality term in his employment agreement and the implied obligations of confidentiality, fidelity and good faith. The Authority found that the employee had breached those obligations when he disclosed confidential pricing information in his own best interests (see paragraphs 91–105). The question of remedies was to be resolved at a later date.

BOWEN V BANK OF NEW ZEALAND [2025] NZERA 380

Remedies – Protected Disclosure – Personal grievances

At issue was the level of remedies the employee would be awarded.

In a previous determination of the Authority, the employer was found to have:[34]

- acted in an unjustifiable manner toward the employee through retaliation for a protected disclosure, which caused a disadvantage to her employment
- breached the duty of good faith
- unjustifiably dismissed the employee.

The Authority considered the effects of the employer's unjustified behaviour on the employee. It noted the employee was under the care of a psychiatrist and specialist clinical team. She was diagnosed as having PTSD and a co-morbid Major Depressive Disorder. Although there was some disagreement between the experts about the diagnosis, the Authority found there was a clear causal link between the employer's actions and the deterioration of the employee's mental and physical health. It noted the employee had not worked since her dismissal, had withdrawn socially, and was suffering from despair and experiencing suicidal ideation (see paragraphs 13–19).

The Authority noted that when the employee made the protected disclosures, she "was doing what she believed to be the right thing for BNZ and herself", but the bank never properly dealt with her complaints or protected her (see paragraph 22).

The Authority ordered the employer to pay the employee (see paragraph 78):

- $105,000 in compensation (being $45,000 for the unjustifiable actions and $60,000 for the unjustified dismissal)
- $329,687 lost remuneration (two and a half years)
- $48,000 for two bonuses
- $4,378 for KiwiSaver contributions
- $8,975 for medical costs incurred as a result of the grievances
- $10,000 in special damages for legal fees.

The employer was also ordered to pay $8,000 to the Crown for the breach of good faith.

POSTAL WORKERS UNION OF AOTEAROA INC V NEW ZEALAND POST LTD [2025] NZERA 395

Breach of good faith – Breach of collective agreement – Compliance order

At issue was whether the employer breached its good faith obligations, and its obligations under the collective agreement, when it commenced a national consultation process.

The employer was the national postal service, which had two networks: the mail network, operated by employees, and the parcel network, operated by independent contractors. Due to a continuing decrease in the use of conventional mail, the employer proposed to change its strategic direction by merging its mail network into its parcel network. If adopted, the proposal may have resulted in up to 750 full time job losses within five

[34] *Bowen v Bank of New Zealand* [2024] NZERA 361.

years. It proposed that any assessments and decisions as to who would be affected would be carried out in the future.

The union claimed the proposal breached the employer's obligations of good faith under section 4 of the Act. The union also claimed the employer breached its obligations under the "Management of Change" section of the collective agreement, which specified the employer would undertake an examination of practicable options if it intended to contract out work normally performed by employees (see paragraph 28).

The Authority found the employer had not breached its good faith obligations, because it was entitled to review its business operations and had taken many steps to make information available (see paragraph 49). However, it also found the employer had breached its obligations under the relevant term of the collective agreement (see paragraphs 57–59). It found there was an onus on the employer to work with the union on the efficacy of other options and alternatives.

The Authority made a compliance order requiring the employer to comply with the relevant clause of the collective agreement and "engage further with the Union on its business case and examination of other possible, practicable options (including those which may retain work being performed by … employees)" (see paragraph 64).

LABOUR INSPECTOR V RURAL PRACTICE LTD [2025] NZERA 419

Obstruction of Authority investigation – Penalty

At issue was whether the director of a company employer would be penalised for obstructing an Authority investigation under section 134A of the Act.

In previous determinations of the Authority, the employer was found to have breached minimum employment standards.[35] The directors were found to be persons involved in the breaches. The employer was ordered to pay arrears. The company and one of the directors were ordered to pay penalties for the breaches.

During the employment dispute, the employer had claimed the employee owed it a debt of approximately $5,000 for recruitment costs it paid to a third party on the employee's behalf. The company and the director produced two different versions of a receipt purporting to relate to the debt. They also produced a document they said the employee had signed agreeing to have the amount deducted from his wages. The employee denied he had engaged a recruitment agent or agreed to pay such a debt.

The Authority put the company and director on notice that it may determine whether their conduct amounted to an obstruction of the Authority. The employer claimed it was deeply offensive to be accused of deliberate, fraudulent behaviour. It said the apparent discrepancies in the receipts were simple as both the payer and payee had received a different but original receipt (see paragraphs 56–57).

The Authority found the employer's position was not "remotely credible" in the absence of corroborative evidence (see paragraph 58). It found the actions of the employer and the director made the investigation process significantly more difficult for the Authority and the Labour Inspector (see paragraph 59). The Authority ordered the company to pay $10,000 and the director to pay $5,000 in penalties (see paragraph 67).

NEW ZEALAND AIR LINE PILOTS' ASSOCIATION INC V JETSTAR AIRWAYS LTD [2025] NZERA 463

Public holiday entitlements – Entitlement to alternative holiday when on standby

At issue was whether pilots were entitled to an alternative holiday under the Holidays Act 2003 and the collective agreement when they were on standby during a public holiday but not called to work.

The union represented pilots employed by the employer. The employer's rostering system included standby days, during which pilots were required to be contactable and ready to report for duty within two hours if called. The union claimed that the restrictions imposed on standby pilots during public holidays—such as limitations on

[35] *Labour Inspector v Rural Practice Ltd* [2024] NZERA 66 and *Labour Inspector v Rural Practice Ltd* [2024] NZERA 183.

alcohol, travel, and personal activities—meant they did not enjoy a full holiday and were therefore entitled to an alternative holiday under the Holidays Act 2003, section 59(3).

The employer denied breaching the collective agreement or the Holidays Act. It argued that pilots on standby who were not called to work did not meet the statutory threshold for receiving an alternative holiday. The employer submitted that the restrictions were inherent to standby duty and not significantly onerous.

The Authority found:

- The restrictions imposed on standby pilots were not sufficient to conclude they did not enjoy a full public holiday (see paragraph 30).
- Pilots rostered on standby during a public holiday are not entitled to an alternative holiday unless they are called to duty (see paragraph 31).
- The employer did not breach the collective agreement or the Holidays Act (see paragraph 31).
- As the matter concerned a dispute over the interpretation of a collective agreement, costs would lie where they fell (see paragraphs 32–33).

LO V HEALTH NEW ZEALAND [2025] NZERA 604

Calculation of annual leave and holiday pay – Employee working two roles for same employer

At issue was whether the employer was correctly calculating the annual leave of a senior doctor who worked for the employer in two separate roles.

The employer was an entity that came into being as the result of the amalgamation of 20 District Health Boards and seven shared service entities into one organisation. Prior to the amalgamation the 27 separate entities operated 27 separate payrolls. After the amalgamation 21 separate payrolls remained. The dispute between the employee and employer arose within the context of this history.

The employee was a medical specialist who worked for the employer in two separate roles at the same hospital: one role in Department of Critical Care Medicine and one role in the Anaesthesia – Surgical Department.

The employee was covered by the same collective employment agreement for each role, but had different letters of offer and different terms and conditions of employment for each role. The employer calculated the employee's annual leave for each role within two separate payroll systems as if there were two separate employment relationships.

The employee claimed the employer's approach was incorrect as he only had the one employer, and it was miscalculating his annual leave. He claimed the employer was in breach of the Holidays Act 2003 and the collective employment agreement.

The employer claimed it was entitled to treat the employee's two roles as separate employment relationships. It claimed its current payroll system could not manage two different pay rates for one set of annual leave entitlements. Across its work force, the employer estimated it had more than 3,300 employees who worked multiple roles that may contain different terms and conditions, including leave entitlements.

The Authority found that treating the employee's annual leave for the two roles separately resulted in the employee, on occasion, being on leave from one role, while working in the other role. It said that requiring a "multi-jobber" employee to continue working for the employer in one role/position while they are on annual leave from another position was contrary to the object and purpose of the Holidays Act 2003 (see paragraphs 105–108).

The Authority concluded treating the employee's annual leave for the two roles separately was in breach of both the Holidays Act and the collective agreement and was not permitted (see paragraph 115, 116). The Authority acknowledged the practical difficulties the employer was faced with as a consequence of its findings. It said it

was “widely recognised” that the Holidays Act created issues for employees, employers and payroll providers, however it was the applicable law, and the Authority was required to apply it (see paragraph 114).

The Authority ordered the employer to (see paragraphs 117–119):

- recalculate and, if necessary, rectify the employee’s annual holiday entitlements
- pay the employee any annual holiday pay arrears he was owed for annual leave which he took but for which he was not correctly paid
- correct the employee’s current annual leave balance
- in future, calculate the employee’s annual holiday entitlements in accordance with sections 21 and 22 of the Holidays Act, or in accordance with the employer’s previous methods if that would result in a higher payment.

SINGH V IK HOSPITALITY LTD [2025] NZERA 680

Migrant employee – Minimum employment standards breaches – Failure to pay minimum wage – Failure to pay holiday pay – Seeking and receiving a premium – Arrears – Penalty – Personal grievance – Unjustified constructive dismissal

At issue was:

- Whether the employee was employed by the employer.
- If they were, whether the employee was unjustifiably disadvantaged by the actions of the employer in:
    - failing to pay the employee wages for the duration of their employment relationship
    - requiring that a premium be paid in exchange for employment.
- What remedies if any should be awarded to the employee.

The employer was the holder of an Accredited Employer Work Visa (AEWV). The employment for which the visa was granted was terminated. The employee turned towards a contact (the respondent) for advice, who offered the employee work at his bar for the price of transferring the AEWV to the employer. The respondent offered the employee assistance with their rent as they could pay the employee wages and told the employee to go to the bar to begin training. The employee accepted this offer.

The employee continued to undertake duties at the bar while working towards a licensed control qualification (LCQ), a qualification necessary to work as a duty manager in a bar. The employee did not receive any further assistance for their rent payments or any payments for the work they undertook. His requests for payments were dismissed. The employee then informed the employer that he could not work if he was not being paid.

The employee submitted evidence in support of a finding that they were an employee. This included messages the respondent sent to the employee which the employee submitted were work instructions, as well as videos of the employee performing various tasks in the bar.

The employer submitted that they did not offer employment to the employee, nor did they employ the employee. The employer submitted that:

- The employee was unable to work for the employer under the terms of their visa.
- They provided help to the employee to get a LCQ but never gave instructions to the employee as to when to start work.
- The employee came and went to the bar as he pleased and that the messages to the employee were to be passed on to bar staff.

The Authority found that:

- There was an employment relationship between the employee and the employer. The Authority considered:
    - The nature of the work performed by the employee in the bar, including the training received by the employee on duties integral to the employer's business (see paragraph 31).
    - Even if it was accepted that the employee's involvement was in a training capacity, where a reward is expected or received, this is more likely to give rise to an employment relationship.
    - The evidence before the Authority was that the employee expected and received rewards regarding their immigration status, rent payments, and assistance with the LCQ process (see paragraph 32).
- The employee was unjustifiably disadvantaged in both the employer's failure to pay their wages and in requiring the employee to pay a premium in exchange for employment (see paragraph 38).
- The employee was unjustifiably constructively dismissed. The failure of the employer to pay wages to the employee made it reasonably foreseeable that the employee would resign (see paragraph 40).

The Authority ordered the employer to pay:

- $14,982 under to section 123(1)(b) of the Act (see paragraph 43)
- $30,000 for compensation pursuant to section 123(1)(c)(i) of the Act (see paragraph 44)
- $7,469.77 in arrears of wages and holiday pay (see paragraph 47)
- $12,000 in premium reimbursement pursuant to section 12A of the Wages Protection Act 1983 (see paragraph 49)
- total penalties of $10,000 half of which was to be paid to the Crown and half to the employee (see paragraph 58).

AXE v QVM [2025] NZERA 689

Personal grievance – Unjustified constructive dismissal – Breach of Employment Relations Act 2000, section 67D – Failure to provide compensation for employees making themselves available for on-call work

At issue was:

- Whether the employee was constructively dismissed and if they were, whether the dismissal was justified.
- Whether the employer operated an availability provision inconsistent with section 67D of the Act by having an 'on-call roster' without compensating employees for making themselves available.

The employee commenced employment with the employer with the expectation that they would work only 40 hours per week so that they would be free to pursue interests outside of work. The employment agreement stated that the employee's normal hours of work would be for 40 hours per week. The employment agreement stipulated their normal working hours and had no provisions regarding working outside of their hours or relating to being on-call. Despite the employment agreement, the employer expected that employees would work 50 hours per week. The employee made multiple efforts to alter their working hours to work 40 hours per week. The employer also operated a roster to make employees available if another employee was not available. However, the employer made no payments to employees for mere availability on this roster; such standby payments were only made when the employee was called outside of normal work hours.

The employee attempted to meet with the director to discuss their concerns, including unpaid sick leave payments. An altercation occurred between the director and the employee, resulting in the employee taking time off from work. The employee then submitted a letter of resignation, giving two weeks' notice. The employee provided a medical certificate demonstrating that they would be unable to work for the remaining two weeks. The employer did not accept this medical certificate and notified the employee that they had been dismissed without notice.

The employee submitted:

- They resigned in response to breaches of duty by the employer and that the resignation amounted to a constructive dismissal.
- The employer's actions and omissions caused them to be unjustifiably disadvantaged during the period of their employment, including:
    - their failure to provide paid sick leave entitlements
    - the creation of a hostile work environment and failure to constructively resolve identified concerns
    - their failure to pay appropriate compensation for time spent while on-call.

The employer submitted that:

- The employee's resignation was voluntary and for the purpose of pursuing personal business interests.
- No breaches of duties occurred that could amount to an unjustified disadvantage.
- The on-call roster was voluntary and did not involve any compulsion.

The Authority found that the employer's actions and omissions were unjustified and overall resulted in:

- the employee suffering a disadvantage in their employment relationship (see paragraph 105)
- the employee resigning in circumstances where it was foreseeable to the employer that the employee would resign because of their actions and omissions
- the employee being dismissed, which was unjustified (see paragraph 105).

The Authority also found that:

- Alternatively, the employee was dismissed during their notice period, which was also an unjustified dismissal in the circumstances (see paragraph 105).
- In categorising the payments for those rostered on call as 'standby payments', the employer committed themselves to paying the employees for their availability on the roster (see paragraph 109).

The Authority ordered the employer to pay:

- A standby payment of $40 for every day the employee was rostered to be on call, amounting to $1,600.
- Compensation of $16,000 under section 123(1)(c)(i) of the Act.
- $10,339.56 for lost wages and unpaid sick leave pursuant to section 123(1)(c)(ii) of the Act.

O'DRISCOLL V REHAB CO MOBILE LTD [2025] NZERA 746

Jurisdiction – "Sweat Equity Arrangement"

At issue was whether the worker was an employee or whether the worker's involvement with the employer was under some other arrangement. If the worker was found to be an employee, the Authority would then determine whether they had been unjustifiably dismissed and whether the worker was owed arrears for claimed unpaid wages.

The worker was a co-founder and director of the business. Another company owned by the worker was an initial shareholder in the business. It was accepted that there was an initial agreement that the worker would contribute sweat equity to the business. After a restructuring in shares, the worker became a shareholder of the business in person. The worker began to receive wages following this restructuring, however they later agreed to stop receiving salary payments due to financial concerns with the business.

The relationship between the worker and the business deteriorated. The worker attended a meeting with the other directors and shareholders of the business, during this meeting the worker was removed from their role as the operations manager. During this meeting steps were also taken to remove the worker as a director and shareholder of the business.

The worker submitted:

- They had a conversation with another director and shareholder of the business. During this conversation it was agreed that they would receive wages for their role as the operations manager. Following this conversation, they became an employee.
- The payment of wages to the worker, the degree of control that the other director and shareholder had over them, and their integration into the business as the operations manager pointed to the existence of an employment relationship.

The employer submitted that:

- The mutual intention of the parties was that the worker would be involved in a sweat equity arrangement. This had not changed since the incorporation of the business.
- It would not have agreed to an employment relationship between the parties due to concerns regarding the business's operational status and financial circumstances.
- The worker's shares increased to reflect the fact that the worker was going to undertake more sweat equity in the business.
- The worker was solely responsible for several things in their capacity as operations manager. There were no regular meetings, performance reviews, and no employment agreement existed.

The Authority found that the real nature of the relationship pointed towards a sweat equity arrangement and that no employment relationship existed. The Authority considered that (see paragraph 49):

- In practice, the worker performed services primarily consistent with that of a person in business acting as a company director and shareholder rather than an employee.
- The worker had a high degree of autonomy in the operations manager role, which permitted them to make changes with little to no oversight or checks and balances.

As the worker was not an employee of the business or of the other director and shareholder of the business, the Authority did not have jurisdiction to resolve the employee's claims (see paragraph 50).